DOCUMENT RESUME

ED 339 424 JC 910 563

TITLE Agreement between the Board of Trustees of Community College District #509, Elgin Community College, and the Elgin Community College Faculty Association, IFT Chapter 3791, January 1, 1988 through December 31, 1990.

INSTITUTION Elgin Community Coll., Ill.

PUB DATE 88

NOTE 30p.; Part of a collection of collective bargaining agreements compiled by the National Education Association.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC02 Plus Postage.

DESCRIPTORS Academic Freedom; *Collective Bargaining; *College Faculty; Community Colleges; *Contracts; Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Job Layoff; Leaves of Absence; Negotiation Agreements; *Personnel Policy; Released Time; Teacher Dismissal; Teacher Promotion; Teacher Retirement; *Teacher Salaries; Two Year Colleges; Unions

IDENTIFIERS *AFT Contracts; American Federation of Teachers; Elgin Community College IL; Illinois Federation of Teachers

ABSTRACT

The collective bargaining agreement between the Elgin Community College Faculty Association and the Board of Trustees of Community College District Number 509 is presented. This contract, covering the period from January 1, 1988 through December 31, 1990, deals with the following topics: bargaining agent recognition and bargaining unit; association-board relations, including non-discrimination, board meetings, use of facilities, dues, committee appointments, and strike pledge; grievance procedures; conditions of employment, including academic freedom, instructor workload, outside employment, class assignments, personnel records, pay period options, academic calendar, seniority, tenure and evaluation, and reduction in force; leaves, including jury duty/court related leave, maternity/child rearing leave, personal business leave, professional meeting leave, religious leave, sabbatical leave, sick leave, leaves of absence, and unemployment compensation; compensation and benefits, including health insurance, life insurance, flexible benefits plan, special retirement, professional expense benefit, tuition reimbursement, substituting, independent study, working at two or more locations, summer school contracts, voluntary and involuntary overload, salary and pension contribution, and salary schedules for 1988, 1989, and 1990; and contract agreement duration. (PAA)

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AGREEMENT

Between the Board of Trustees
Community College District #509,
Elgin Community College,
and the
Elgin Community College
Faculty Association, IFT Chapter 3791

January 1, 1988 through December 31, 1990

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ARTICLE I

Recognition and Bargaining Unit

1.1 **Recognition and Bargaining Unit.** The Board of Trustees of Community College District No. 509, Counties of Kane, Cook, DuPage, McHenry, and DeKalb, and the State of Illinois, hereinafter referred to as the Board, recognizes the Elgin Community College Faculty Association (ECCFA), Illinois Federation of Teachers, AFT/AFL-CIO, IFT Chapter 3791, hereinafter referred to as the Association, as the exclusive bargaining representative for all full-time faculty members as defined in Paragraphs 103B-1 through Paragraphs 103B-6 of the Illinois Public Community College Act, including instructors, counselors and librarians, but excluding instructors employed by the college who are assigned full-time to the state correctional facilities, laboratory assistants, laboratory coordinators, and any management or supervisory employees.

ARTICLE II

ASSOCIATION-BOARD RELATIONS

2.1 **Non-Discrimination.** The Board and the Association, in accordance with applicable law, shall not discriminate against any faculty member on the basis of race, creed, color, national origin, sex, marital status, handicap or age as provided by law, or membership or participation in, or association with, the lawful activities of any organization. If a grievance alleging the violation of this section is appealed to Step 3 of the Grievance Procedure (arbitration), as a condition precedent to proceeding to arbitration, it shall be accompanied by a full and complete waiver by the grievant(s) involved and by the Association of the right to assert the substance of such grievance in any other forum or before any court or administrative agency, provided nothing herein shall be construed as compelling the grievant(s) or the Association to execute such waiver, and the execution or non-execution of such waiver shall not be precendential in any regard.

2.2 **Information to the Association.** The Board shall make available public information necessary to the conduct of negotiations. This shall include relevant financial statistics. Such materials shall be provided within a reasonable time following a written request by the Association President or designee. This section shall not be construed as requiring the Board to research or compile data.

2.3 **Board Meetings.** A copy of the Board agenda, non-confidential exhibits and minutes shall be made available to the Association President or designee within a reasonable time following the distribution to the Board. A copy of materials furnished to representatives of the press and other organizations at Board meetings shall concurrently be made available to the Association President or designee.

2.4 **Bulletin Board.** The Association shall be provided with reasonable bulletin board space for the posting of notices and materials relating to Association activities. Such materials shall be identified with the name of the Association, signed by an appropriate officer thereof, and shall include an expiration date. Such materials shall not be derogatory of any person associated with the college. All posting of notices and materials shall be subject to the current rules and regulations governing bulletin boards.

2.5 **Mailboxes.** The Board shall permit the Association to place official Association materials in the mailboxes of faculty members subject to reasonable Board regulations. This authorization shall terminate forthwith if any governmental agency or court of competent jurisdiction shall determine such mail services cannot be utilized without the affixation of postage or payment of fee. This privilege is granted exclusively to the Association.

2.6 **Use of Facilities and Equipment.** The Association may utilize college meeting room facilities by making a proper request in accordance with college procedures. The Association may use normal classroom equipment available to faculty members but will reimburse the college for any extraordinary expenses in accordance with college procedures. The Board will make available to the Association either room A-233A or another that is mutually acceptable.

2.7 **Dues Checkoff.** The Board will deduct from the pay of each member of the bargaining unit from whom it receives written authorization the designated amount of monthly union dues. The dues and a list of faculty members from whose pay the dues have been deducted, along with the amount deducted from each, shall be forwarded to the Association Treasurer no later than seven (7) working days after such deductions were made. The amount deducted for any individual faculty member shall be verified by the Association and not changed for at least one (1) year. A deduction will be made no later than the paycheck issued two (2) weeks after receiving a written request for it and will end effective with the paycheck two (2) weeks after a written notice of revocation is received. The Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of complying with the above provisions of this article, or in reliance on any list, notice, certification, affidavit or reassignment furnished under any such provisions.

2.8 **Printing of Agreement.** The Board shall be responsible for the reproduction of the agreement and it shall be in a form mutually agreed upon. The cost of typing and reproduction shall be shared equally by the Board and the Association.

2.9 **Commitee Appointment and Participation.** From time to time the College President will establish appropriate temporary or permanent advisory committees which will include representation from the Association. The College President will determine the number of representatives needed from each college constituent group. When faculty representation is needed, the Association will select these members. Insofar as is possible or logical, membership will be in proportion to the number of faculty members in each of the divisions of the college. For the purpose of committee appointments, full-time counselors, librarians and Learning Skills faculty will constitute one division of the college.

2.10 **Fair Share.**

1. It is recognized that the Association's duties as the sole and exclusive bargaining agent entails expenses for services rendered which appropriately are shared by all faculty members who are beneficiaries of said Agreement. To this end, if a faculty member does not join the Association or execute a dues deduction authorization within fourteen (14) days after posting of the notice required in subparagraph (a) below, the Board shall deduct a sum equivalent to the non-member's share of the costs of the services rendered by the Association in its role as the sole and exclusive bargaining agent in equal payments from the regular paycheck of the faculty member in the same manner as it deducts dues for members of the Association provided:

   a. the Association has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Educational Labor Relations Board, and,

   b. the Association has annually certified in writing to the Board the amount of such fair share fee and has annually certified in writing to the Board that such notice has been posted.

2. the Board shall begin such fair share deduction no earlier than fourteen (14) days (or any later period as required by the Rules and Regulations of the IELRB) after certification by the Association as described in the preceding paragraph of this Article.

3. The Association, the Illinois Federation of Teachers and the American Federation of Teachers agree to defend, indemnify, and hold the Board harmless against any claims, demand, suit, or other form of liability which may arise by reason of any action taken by the Association or the Board in complying with the provisions of this section, including reimbursement for any legal fees or expenses incurred in connection therewith.

4. In the event a faculty member objects to the amount of such fee, the Board shall continue to deduct the fee and the Board shall transmit the fee (or the portion of the fee in dispute) to the IELRB which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit such fee to the IELRB until further order of the Board. If the faculty member is entitled to a refund, the faculty member shall receive such refund plus any interest earned on the refund during pendency of the action.

5. If a non-member faculty member declares the right of non-association based upon bona fide religious tenets or teaching of a church or religious body of which such faculty member is a member, such faculty member shall be required to pay an amount equal to the faculty member's proportionate share to a non-religious charitable organization mutually agreed upon by the faculty member and the Association. If the faculty member and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.

2.11 **No Strike Pledge.** The Association agrees that it will not instigate, engage in, support, encourage or condone any strike, work stoppage or other concerted refusal to perform work by the faculty members covered by this Agreement while this Agreement is in effect.

2.12 **Resolution of Matters Not Covered by This Agreement.** In the event that during the terms of this Agreement either the Board or the Association desires a change in any wages, hours, terms or conditions of employment not covered by this Agreement, the party desiring the change shall notify the other party in writing of the specific change requested.

A committee consisting of an equal number of Board and Association appointees shall meet to consider the requested change and any alternatives that may exist and make recommendations, if any, to the Board and Association. Upon approval by the Board and the Association Senate the recommendations shall be implemented.

Where either party fails to approve the committee recommendations or where the committee decides to make no recommendation, the party which initiated these procedures may either withdraw its requested change or seek resolution through mediation by notifying the other party in writing of such intent. The party which initiated these procedures shall bear the cost of the mediator's services.

The parties shall attempt to agree upon an impartial chairperson, who shall serve for the term of this Agreement. Where the parties are unable to agree upon an impartial chairperson, they shall jointly follow the procedures of the American Arbitration Association and select an impartial chairperson through the American Arbitration Association.

Mediation shall continue for a period not to exceed thirty (30) calendar days or three (3) mediation sessions, whichever shall first occur, unless the parties jointly agree to extend such time limit.

If such mediation fails to resolve the matter, the impartial chairperson shall recommend a settlement in writing. The parties shall consider the settlement in good faith but neither shall be required to bargain any such change notwithstanding any obligation under law to do so in the absence of this provision.

ARTICLE III

Grievance Procedure

3.1 **Definitions.** A grievance is any claim by a faculty member or the Association that there has been a violation, misrepresentation or misapplication of the terms of this contract.

A school day, for the purpose of the grievance procedure, is a day on which the Business Office is open, excluding Saturdays and Sundays.

3.2 **Time Limits.**

1. All time limits shall be in school days.

2. Failure on the part of the administration to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

3. Failure on the part of the grievant or the Association to meet the time limits shall result in the grievance being withdrawn.

4. The time limits may be extended by mutual agreement of the parties.

3.3 **Informal Procedure.** The parties agree that it is usually most desirable for a faculty member and his/her dean/supervisor to resolve problems through free and informal communications as soon as possible after an alleged violation of the contract has occurred. When requested by the faculty member, an Association representative may accompany the faculty member to assist in the informal resolution of the grievance.

The filing of the informal written grievance must be within ten (10) days of the date of the occurrence giving rise to the grievance, or from the date when the grievant might reasonably have become aware of the occurrence. The written grievance shall clearly identify all grievants, summarize all relevant facts, identify all provisions of the agreement allegedly violated, and describe the remedy which is requested. The dean/supervisor will arrange for a meeting to be held within ten (10) days after receipt of the informal grievance to review the grievance and shall provide a written answer to the grievant within ten (10) days of the meeting. The answer shall include the reasons for the decision. Either party may conclude informal procedures at any time within the twenty (20) day period.

3.4 **Formal Procedure.** If the informal process fails to satisfy the faculty member, a grievance may be processed as follows:

Step 1: The grievant may submit the matter, including the relief sought, to the dean/supervisor. The grievance must be submitted in writing within five (5) school days following the date of the response or termination of the informal grievance, or, twenty (20) school days following the date of the act or omission giving rise to the grievance or following the date on which the faculty member knew or, in the exercise of reasonable diligence, should have known of such act or omission if that date is later.

The dean/supervisor will arrange for a meeting of the affected parties within ten (10) school days after receipt of the grievance. The dean/supervisor shall provide a written answer to the grievant within ten (10) school days after a meeting. The answer shall include a reason for the decision.

Step 2: If the grievance is not resolved by the dean/supervisor, the grievant shall, within ten (10) school days of receipt of the written response in Step 1, have the right to appeal the decision to the College President or designee. This appeal shall be in writing and shall include all reports and correspondence from the previous step. The College President or designee shall, within ten (10) school days after receipt of the appeal, arrange for a meeting of the affected parties. Upon conclusion of the hearing, the College President or designee, acting as an agent of the Board, shall have twenty (20) school days in which to provide a written decision with reasons to the grievant.

Step 3. Arbitration: If the Association is not satisfied with the outcome of Step 2, the Association, within thirty (30) calendar days of the date of the written decision in Step 2, shall notify the College President or designee that they wish to submit the grievance to binding arbitration. If the demand for arbitration is not filed within thirty (30) calendar days, then the grievance shall be deemed withdrawn. Within five (5) school days of receipt of the above notice the parties shall attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within the five (5) school day period, the parties shall immediately and jointly request the American Arbitration Association to submit a panel of arbitrators. The American Arbitration Association shall serve as administrators of the proceeding.

Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted in writing and shall have no authority to make any decision or recommendation on any other issue not submitted. The decision of the arbitrator shall be final and binding on the parties.

Expense of Arbitration. Each party shall bear the full cost of its representation in the arbitration. The cost of the arbitrator and of the American Arbitration Association shall be divided equally between the Board and the Association. If either party requests a transcript of the proceedings, that party shall bear the full cost of such transcripts. If both parties request a transcript the cost shall be equally divided. If the arbitrator requests a copy of the transcript these costs shall be divided equally between the Board and the Association.

Evidence and Hearings. At all steps of the grievance procedure and arbitration it is the right of the administration/Board and the grievant and the Association to be represented.

Association Grievances. The Association may file grievances alleging violation of Association rights or where an allegation would affect a group of faculty members.

ARTICLE IV

Conditions of Employment

4.1 Academic Freedom.

1. Each faculty member is free to present instructional materials and to discuss issues which are pertinent to the subject and level taught within the parameters of the course or activity. Each faculty member is expected to present all facets of pertinent controversial issues in an unbiased manner. Further, the faculty member should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.

2. Each faculty member is entitled to full freedom in research and in the publication of the results, subject to adequate performance of his/her publication of the results, subject to adequate performance of his/her other academic duties; but research for pecuniary return should be based upon current Board policies.

3. Each faculty member is a citizen, a member of a learned profession, and a representative of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational representative, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

4.2 Instructor Workload. The standard instructor workload shall be thirty-two (32) credit hours per year, or thirty-eight (38) contact hours per year, whichever is reached first except that no faculty member shall be assigned more than ten (10) three credit hour courses per year. If an instructor's load had historically been less than thirty-eight (38) contact hours, he/she will not be given additional assignments, teaching or non-teaching, to complete the thirty-eight (38) hours. Instructors who teach studio courses in the Art Department are examples of this restriction. The credit hour and contact hour described for each course in the ICCB Master Course File shall be used as the basis for determining standard load and any overload that may be assigned.

4.3 Office Hours. Each instructor will hold office hours in his/her office or laboratory a minimum of one (1) hour each day they are assigned teaching responsibilities. Instructors who teach off-campus may hold office hours in an appropriate location approved by the dean/supervisor.

The total number of office hours required each week shall be the difference between twenty-five (25) hours and the assigned number of contact hours, provided such total number of office hours shall be reduced by one (1) hour if the faculty member is assigned to two (2) or more locations one (1) day per week and reduced by two (2) hours if assigned to two (2) or more locations two (2) or more days per week, except that such reduction shall not be applicable to any assignment which is part of a voluntary overload.

The office hour schedule must be submitted to the dean/supervisor by the tenth day of instruction for approval. All office hours will be posted outside the instructor's office, and the division secretary will be kept informed if the instructor is not in the office or laboratory during office hours for any prolonged period.

Office hours will be held at least four (4) days per week. Exceptions to this four (4) day requirement may be made by the dean/supervisor when the majority of the classes are taught off-campus and the office hours would not make the instructor more available to students. Any disagreements regarding office hour schedules may be appealed to the Vice President for Instruction and Educational Services.

4.4 **Counselor Workload.** Each counselor shall work thirty-five (35) hours per week during the same weeks worked by full-time instructors within the academic year. Individual schedules will be assigned by the dean/supervisor after consultation with the counseling faculty. If a counselor works in excess of thirty-five (35) hours in a week, the counselor shall earn compensatory time at the rate of one (1) hour for each hour worked in excess of thirty-five (35) per week. Compensatory time shall be taken on days during the academic year on which full-time instructors are at work with the approval of the dean/supervisor. Compensatory time of up to thirty-five (35) hours may be carried over from the last day of the academic year to the next academic year. Disagreements about scheduling may be appealed to the Vice President for Instruction and Educational Services.

4.5 **Librarian Workload.** Librarians shall work thirty-five (35) hours per week the same number of weeks during the academic year as instructors. Schedules will be assigned by the dean/supervisor after consultation with the librarians.

4.6 **Other Professional Duties.** It is recognized that in addition to the twenty-five (25) hours per week of instruction and office hours required of an instructor, additional time is spent in preparation for class, evaluation of student work, studying, working with students, serving on college committees and representing the college to the general public.

4.7 **Outside Employment.** Any professional/educational work performed outside the college during the academic year must be reported to the faculty member's dean/supervisor. Faculty members shall not perform any outside professional service which constitutes a conflict of interest with his/her primary job at Elgin Community College or provides impairment to the performance of the full-time job at Elgin Community College.

4.8 **Instructor Class Assignments.** Instructor schedules will be assigned by the dean/supervisor in consultation with the faculty in the division. To the extent feasible, all full-time faculty will be assigned their contractual teaching load between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Should it not be possible to assign the regular contractual teaching load to a faculty member between these hours for any reason, the remainder of the load may be scheduled in the evening session or on Saturday. No more than five (5) consecutive days will be assigned during a week. A faculty member may not be assigned a Saturday class more than one (1) semester per academic year without his/her permission except when it is necessary to fill a full-time load. Other schedules may be made by mutual agreement between the faculty member and the appropriate dean. Conflicts may be appealed to the Vice President for Instruction and Educational Services.

4.9 **Faculty Personnel Records.** All evaluative materials relating to a faculty member shall be retained in his/her official personnel file.

When evaluative material is placed in the faculty member's official personnel file (hereinafter described in this section as "file"), a copy of such material shall concurrently be provided to the faculty member. The faculty member shall acknowledge receipt of such copy, but such acknowledgement shall not signify anything other than receipt of the material. Non-evaluative material may be placed in the file without a copy being provided to the faculty member.

The faculty member shall have the right to examine his/her file. Such request shall be honored without undue delay if made during normal business hours. A designee of the college administration may be present during such review. Nothing shall be permanently removed from the file without the consent of the faculty member and the college. A faculty member may reproduce material from his/her file at the customary cost, currently $.10 per page.

No material from a faculty member's file shall be made available to personnel or agencies unconnected with the college without the faculty member's consent, except as required by law. This does not preclude verification of employment.

4.10 **Pay Period Options.** Faculty members shall have three (3) options in receiving their pay:

1. Bi-weekly over twenty-six (26) paydays.

2. Bi-weekly, beginning with the first payday in January for eleven (11) pay periods, and resuming for the last ten (10) pay periods in the calendar year.

3. Bi-weekly at the twenty-six (26) payday rate, with a lump sum payment on the payday immediately after graduation for a total of one-half (½) the annual contract amount.

Faculty members choosing the second option must notify the Director of Budget and Finance in writing by December 1. Faculty members choosing the third option must notify the Director of Budget and Finance in writing of their desire for the final payment by April 30.

4.11 **Academic Calendar.** Prior to the adoption by the Board of the academic calendar, the College President or designee will provide the Association President with a copy for reaction. This copy will be the copy prepared for presentation to the Board. The proposed calendar will be sent directly to the Association President in time for the Association Senate to discuss possible changes. The length of and starting times for classes during the summer session are included.

The 1988-89, 1989-1990 calendar will be ready for reaction by March 1, 1988.

4.12 **Length of Academic Year.** Effective 1987-88, the academic year shall consist of one hundred and sixty-eight (168) work days, exclusive of holidays and spring vacation. The faculty will be encouraged to attend graduation, but no more than one-half (½) will be required to attend ceremonies each year.

First year faculty may be required to attend meetings for the two (2) work days preceding their first semester of employment. All faculty members may be required to attend meetings for the day preceding each semester.

Each faculty member may use two (2) days during each semester for approved professional activities of his/her own choice.

For the purpose of calculating daily rates of pay, the academic year shall consist of one hundred sixty-eight (168) days.

4.13 **Grant Related Activities.** Faculty members are encouraged to seek competitive grants both within and outside the college. Secretarial and editorial support will be given to faculty members seeking grants if resources are available.

The faculty member who proposes the grant and is the principle author will normally be the director of the grant and may receive released time for himself/herself and other necessary personnel. This released time may be paid for at whatever rate is necessary to pay a qualified replacement.

If the College President determines that a grant proposal should be submitted, the principle author(s) of the application will be eligible for compensation through the Faculty Development Committee if the grant is submitted but is not funded.

4.14 **Instructional Departmental Meetings.** Departmental meetings will normally not be scheduled more than one (1) time per week during the academic year. If meetings conflict with classes the faculty member will be given the minutes of the meeting. No punitive action may be taken against a faculty member for missing meetings. Under normal circumstances meetings will be scheduled at least one (1) week in advance.

4.15 **Seniority.** Seniority shall mean the length of continuous full-time employment as a faculty member of the college. If it shall be necessary to resolve conflicts of seniority between faculty members with the identical length of employment, the following factors shall be used in this order:

1. Prior part-time employment as a faculty member at the college.
2. Date of Board action of hiring.
3. Lot.

Seniority shall accrue during sabbatical leaves, all other leaves with pay, and leaves of absence of one (1) year.

Seniority shall not be interrupted by any leave of absence.

Seniority may be used to resolve conflicts between faculty members who are qualified to teach and wish to teach the same courses as voluntary overload. In this particular instance seniority will be used to establish a rotation schedule.

4.16 **Qualifications to Teach:** Guidelines for minimum teaching qualifications or academic support qualifications shall be established for each academic discipline or academic support area within the college by the full-time faculty teaching courses in that discipline, or by full-time faculty in each academic support area. Qualifications may be stated in terms of degree(s), credit hours in the subject area, certifications, industrial experience and teaching experience as appropriate. Such qualifications shall become immediately effective upon their ratification by the College President or designee, provided such ratification shall not be arbitrarily withheld or delayed. If any such qualifications have not been submitted to the College President or designee by April 1, 1988, the College President or designee shall have the right to promulgate such qualifications without faculty involvement therein.

4.17 **Tenure and Evaluation.**

A. **Tenure Provision of the Illinois Public Community College Act.** In the event Article IIIB., Tenure, Paragraphs 103B-1 through Paragraphs 103B-6 of the Illinois Public Community College Act as amended by Public Act 82-783. Article XI. § 264, effective July 13, 1982, is repealed, the provisions of the Act shall remain as part of this Agreement. In the event Article IIIB is amended, such amendments shall become applicable to this Agreement on the effective date of said amendment.

B. **Criteria for Tenure.** Criteria for tenure shall be given to new faculty members at the time of their initial employment. Any additions or changes in these criteria shall be given to the non-tenured faculty member by the first day of the academic year in which the changes are to be in effect or by the first day of regular full-time employment, whichever shall last occur.

C. **Evaluation of Non-Tenured Faculty Members.**

1. During the first three (3) years of employment, the College President shall cause an annual evaluation to be made of each non-tenured faculty member. This evaluation shall be performed principally by the non-tenured faculty member's dean/supervisor. It is expected that a classroom or other appropriate visitation be conducted at least once each semester by the dean/supervisor of a non-tenured faculty member and that this visitation will be followed by a summary conference.

2. Criteria for annual evaluation are given to faculty on the first day of their academic year or by the first day of regular full-time employment, whichever shall last occur.

3. After the annual evaluation is completed, it shall be discussed with the faculty member and the College President or designee. Each party must sign the final evaluation report. The non-tenured faculty member shall be entitled to file a written response to the evaluation which shall become a part of the evaluation reports.

4. In the event it is determined by the College President that the evaluation of the performance and qualification of a non-tenured faculty member should result in the Board considering the dismissal of the faculty member, the College President shall promptly advise the Board and shall give notice to the faculty member according to the following guidelines:

   Notification for a first year faculty member about non-renewal of contract—March 1.

   Notification of a second year faculty member and beyond about non-renewal of contract—December 15.

   The foregoing guidelines shall not apply to reduction in staff, to matters which arise or become known subsequent to the notification date, or to instances in which the affected faculty member shall agree to an alternate notification date.

D. **Evaluation of Tenured Faculty Members.** Tenured faculty members will be formally evaluated at least once each three (3) years. If formally evaluated more frequently, the faculty member's dean/supervisor shall discuss the reasons with the faculty member and Association representative (at the faculty member's option) prior to such formal evaluation(s).

1. Tenured faculty members shall not be required to submit student evaluations to supervisors.

2. Tenured faculty members shall not be required to participate in formal peer evaluation.

Each year the faculty member will submit a self evaluation to the dean/supervisor. This evaluation shall include an analysis of the student evaluations and shall be on a form mutually developed by the Association and the College President or designee.

After the formal evaluation is completed, it shall be discussed with the faculty member and the College President or designee. Each party must sign the final evaluation report. The tenured faculty member shall be entitled to file a written response to the evaluation which shall become a part of the evaluation reports.

4.18 Reduction in Force. Prior to the layoff or reduction to part-time of any full-time faculty member covered by this Agreement the Board shall first, eliminate all part-time and, secondly, all voluntary assignments to courses which the full-time faculty member is competent to fill pursuant to the qualifications provision in Article IV, section 4.16: provided the Board may retain those part-time or voluntary assignments to courses which unavoidably run at the same time as other identical part-time or voluntary assignments to courses.

If a full-time faculty member has been reduced to part-time and works the equivalent of one-half (½) the normal workload or more, he/she shall be paid that pro rata portion of the salary he/she would have earned had he/she worked a full load. Where such faculty member works less than the equivalent of one-half (½) load, he/she shall be paid the voluntary overload rate.

ARTICLE V

Leaves

5.1 Jury Duty/Court Related Leave. All faculty members called/subpoenaed as witnesses or jurors will notify the appropriate dean/supervisor as soon as possible after being called/subpoenaed. Called/subpoenaed faculty members required to serve as jurors or appear as witnesses during a working day on which otherwise they would have been scheduled to work, will be paid their normal salary during this period, provided the faculty member shall promptly reimburse the college any monies paid for such service which must be reported as income to the Internal Revenue Service (other than payments for meals, travel or other expenses). Such time will not be deducted from accumulated sick leave or personal leave. Leave for faculty members to serve as witnesses at civil trials may be used for a maximum of three (3) days per trial.

5.2 Maternity/Child Rearing Leave. A faculty member who has entered upon contractual continued service shall be eligible for maternity/child rearing leave without pay or other benefits subject to the following conditions: (As used herein, "faculty member" means a tenured faculty member, except in Section 6, which is applicable only to non-tenured faculty members, and in Sections 7 and 8, which are applicable to all faculty members.)

1. The faculty member shall advise the College President or designee of her pregnancy no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, she shall provide a written statement indicating the expected date of delivery. Application for a maternity/child rearing leave shall be made in writing to the College President or designee at least one hundred and twenty (120) calendar days prior to the anticipated birth of her child.

2. After consultation with the faculty member, the College President or designee shall prepare a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the academic year in which it commences and one (1) additional academic year. Every effort shall be made to have such leave terminate immediately prior to the start of a new academic year. Such leave shall commence upon the date agreed upon by the College President or designee and the faculty member, but no later than thirty (30) calendar days after the birth of the child. Exceptions to this may be made by the College President if the attending physician certifies that the faculty member is still disabled thirty (30) days after the birth of the child. If the disability continues, the leave shall commence when the faculty member is able to return to work. The faculty member may withdraw her request for maternity leave at any time up to the date of its beginning. The faculty member may return from a maternity/child rearing leave before its expected termination as long as there is an open position for which she is qualified within the bargaining unit.

3. Sick leave shall not be applicable during the period of the maternity/child rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the faculty member upon return to employment at the college.

4. The faculty member may maintain insurance benefits by making timely payments of all premiums which may be due to the college's Business Office or elsewhere pursuant to its direction.

5. Adoption leave shall be granted upon satisfactory written notification to the College President or designee of the date the child is expected to be received. It shall be the responsibility of the applying faculty member to keep the College President or designee informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child. This section shall not be applicable if the adopted child is attending school (except kindergarten).

6. A maternity/child rearing leave may be granted to a non-tenured faculty member under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured faculty member, and provided the term of such leave shall not be considered in computing full-time employment under Section 103B of the Illinois Community College Tenure Act for purposes of the continuous employment necessary to attain tenure status. Upon the return from such leave, the faculty member shall be considered to have commenced her first probationary year. The granting of maternity leave to any non-tenured faculty member shall not constitute a precedent for the granting or withholding of leave to any other non-tenured faculty member. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, providing nothing herein shall be construed as requiring any non-tenured faculty member to apply for such leave or to accept the conditions established therefore.

7. Nothing in this policy shall be construed as requiring any faculty member to apply for a maternity/child rearing leave. A faculty member not eligible for or not desiring maternity leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such faculty member shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during such period of disability. Such faculty member shall return to employment immediately following the termination of actual disability.

8. A tenured male faculty member shall be entitled to a child rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this policy. Eligibility for such leave shall arise upon the anticipated birth of a child which the faculty member has fathered or upon his planned adoption of a child.

5.3 **Personal Business Leave.** Each faculty member shall be granted two (2) days without loss of salary each academic year for personal business leave. Such leave shall be for the purpose of completing matters which cannot reasonably be attended to or postponed to days or hours on which the faculty member is not required to be on campus. If unused, such leave shall accumulate as sick leave. Notice of planned utilization of personal business leave shall be given in writing to the dean/supervisor or designee at least seventy-two (72) hours in advance, except in an emergency, when such notice shall be given orally as soon as possible, and thereafter promptly confirmed in writing. Personal business days shall be taken in units on one-half (½) days.

The fractional amount of leave requested shall be calculated in relation to the in-class commitment of the faculty member on the intended leave day, i.e., an individual with an in-class commitment of two classes in the morning, who misses one of the two classes, would be charged one-half (½) day leave.

Acknowledgement of the use of a personal business day is to be recorded in the Personnel Office or its designed.

Personal leave is not intended to be used for extension of a holiday or vacation period. Only in cases where personal leave and holiday or vacation period are unrelated will consideration be given.

5.4 **Professional Meeting Leave.** Leaves of absence without loss of pay or other benefits may be granted by the dean/supervisor for a faculty member to attend professional meetings. Refusal of a request for professional meeting leave may be appealed to the Vice President for Instruction and Educational Services.

5.5 **Religious Leave.** A faculty member may utilize up to three (3) days without loss of pay or deduction of personal leave to observe recognized religious holidays of his/her faith if such observance requires such leave. Notice of intention to utilize such leave shall be given in writing at least fifteen (15) calendar days in advance.

5.6 **Sabbatical Leave.**

1. The Board shall grant to four (4) eligible, full-time, tenured faculty members who shall have appropriately applied for the same a sabbatical leave, provided that, in the judgment of the Faculty Development Committee and concurrence of the Board by its resolution, such leave will clearly add to the effectiveness of the faculty member in the performance of his/her responsbilities at the college and/or clearly accrue to the benefit of the college.

2. A tenured faculty member is eligible to seek a sabbatical leave for an academic semester, an academic year or a summer after having completed six (6) years of full-time service as a faculty member of the college or since his/her last academic semester or academic year sabbatical leave. A tenured faculty member will be eligible to seek an academic semester or academic year sabbatical leave three (3) years after the completion of a summer sabbatical. Furthermore, a tenured faculty member is eligible to seek a summer sabbatical three (3) years after the completion of an academic semester, academic year, or summer sabbatical. A faculty member shall not be eligible for any sabbatical leave following an academic year in which he/she was on leave of absence for sixty (60) days or more.

3. The faculty member shall make application for sabbatical leave in writing to the Vice President for Instruction and Educational Services or designee pursuant to a reasonable timetable which shall be established. Such application shall include all the dates pertinent to such leave.

4. Two (2) sabbatical leaves shall be for a period of one (1) academic semester or one (1) academic year, and two (2) shall be for the summer term.

5. a. During the period of sabbatical leave, the faculty member shall receive one-half (½) of his/her salary for an entire academic year, or all of his/her salary for a leave of one (1) semester. Faculty members on leave during the summer session shall receive a stipend of $4,000.

   b. If, during the period of sabbatical leave, the faculty member earns taxable remuneration for contracted work, the salary paid by the college shall be reduced accordingly. A faculty member may accept a stipend or grant intended to cover expenses but which does not require the performance of specific duties. Taxable remuneration shall not include royalties, dividends, interest or like income not derived from work performed during the period of the sabbatical leave.

   c. As used in the preceding subparagraph, "salary" shall not include any additional amounts for summer school, extra-duty stipends or overloads. All insurance benefits shall continue and sick leave and vertical movement on the salary schedule, if any, shall accrue during the term of the leave.

   d. Faculty members on summer sabbatical leave shall not teach summer school at Elgin Community College or perform their customary duties.

6. As a condition precedent to sabbatical leave, the faculty member shall agree to return to the college as a full-time faculty member for at least one (1) academic year immediately following the conclusion of such leave and shall execute a promissory note assuring restitution of all salary paid during such leave if he/she does not return, such to be payable in bi-monthly installments over a term not to exceed twice the length of the leave.

7. The faculty member shall make a comprehensive written report to the College President and the Board at the conclusion of the leave. This report should include, but is not limited to, a summary of the program of study or project, an evaluation of the experience, and how the results of the leave will be used to improve instruction.

5.7 **Sick Leave.** A faculty member shall have the right to utilize sick leave due to personal illness or disability or because of a medical emergency in the faculty member's dean/family defined as spouse, children, parents, grandparents and grandchildren. Sick leave in case of serious illness or death to immediate family shall be limited to five (5) days. If extenuating circumstances arise, the College President may approve additional leave. A doctor's statement substantiating the illness and/or verifying ability to return to duty may be required.

Sick leave shall be earned at the rate of fifteen (15) days per year the first year of employment and ten (10) days per year thereafter with unlimited accumulation. All sick days shall be available on the first day of the academic year. No payment for unused sick time accrued will be made. If legislation during the term of this contract requires the college to pay faculty members for unused accrued sick days, the maximum which may be accrued for payment is one hundred and eighty (180) days.

Any faculty member who is disabled and has used all of his/her accumulated sick leave shall be paid one-half (½) his/her salary for a maximum of sixty (60) calendar days or until the State Universities Retirement System begins disability payments, whichever comes first.

5.8 **Leave of Absence.** Faculty may be granted an extended leave of absence for personal reasons, without remuneration, when the requested leave does not create a disruption of the activities of, nor an undue hardship upon, the college. Such leaves are not to exceed one academic year. All requests for such leaves are to be made to the dean/supervisor and, if recommended, submitted by the administration to the Board for approval. Faculty granted leave under this provision will, upon returning to the staff, be entitled to full reinstatement of all provisions of tenure, if applicable, and other suspended benefits. No sick leave, vacation time, nor time counted toward tenure status shall be accrued during such a leave. Faculty members on leaves granted for educational improvements and work experience shall be advanced one (1) step on the salary schedule as though they were not on leave, provided they carry out the provisions of the leave. Those on leave for any other purpose shall not be advanced on the salary schedule.

Faculty members may be granted an extended leave for the purpose of educational improvement, work experience, family hardship or other personal reasons.

5.9 **Employment Status at Conclusion of Leave of Absence.** Except as otherwise provided elsewhere in this contract, any faculty member granted a leave of absence shall be treated by the Board upon termination of such leave in the same manner although such faculty member had not been on leave of absence, provided only that all of the conditions of such leave have been complied with by the faculty member.

5.10 **Unemployment Compensation.** As a condition precedent to all leaves of absence, the faculty member agrees to waive any claim of whatsoever nature for unemployment compensation during the period of such leave.

5.11 **Notice of Intention to Return.** In all instances where a faculty member is granted a leave of eight (8) months or more, as a condition thereof, the faculty member must advise the Personnel Office at least ninety (90) calendar days (or March 15, whichever occurs first) prior to the beginning of the next semester (after expiration of leave) of his/her intention of return. If notice is not given as required herein, it shall be treated as an election not to return to employment and as a resignation from the college.

ARTICLE VI

Compensation and Benefits

6.1 **Health Insurance.** The Board shall provide at its expense two hundred dollars ($200) deductible comprehensive Major Medical Health and Accident insurance for each faculty member. The Board will also pay the premium for health insurance for faculty members' dependents. The Board will make a one time five hundred dollars ($500) payment to any faculty member who voluntarily discontinues dependent health insurance coverage.

6.2 **Life Insurance.** The Board shall provide at its expense a life insurance policy for each faculty member in the amount of his/her annual salary rounded to the nearest one thousand dollars ($1000).

6.3 **Flexible Benefits Plan.** The Board shall continue the flexible benefits plan. This plan shall provide an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations, for faculty members to deduct health and life insurance not provided by this Agreement, dental, disability, and optical insurance, non-reimbursed medical and child care expenses as allowed by law and other items as hereinafter may be agreed between the Board and the Association from their overall compensation and to be subsequently reimbursed therefor upon the timely filing of evidence of payment of such insurance and expense and with the other provisions of such flexible benefit plan.

6.4 **Special Retirement.** The Board will provide an early retirement program for all full-time faculty between the ages of fifty-five (55) and fifty-nine (59) who have at least eight (8) but not more than thirty-five (35) years of service credit and who retire within six (6) months of the last day of employment for which retirement contributions are required. The early retirement program shall be consistent with, and in compliance with, the State Universities Retirement System (SURS) program.

In addition, the Board will provide a special retirement program for all full-time faculty who will be between the ages of sixty (60) and sixty-four (64) at the time of retirement who have at least ten (10) years of service with the college. This program shall consist of a payment of twenty-five percent (25%) of a faculty member's full-time contractual base salary which may be paid over a one (1), two (2), three (3), or four (4) year period as per the faculty member's preference. Faculty members may elect any of the following payment plans:

1. One (1) payment of twenty-five percent (25%) of the last full-time contractual base salary payable after retirement after July 1.

2. Two (2) payments of twelve and one-half (12½%) of each of the last two (2) years full-time contractual base salaries, payable in regular installments during the last two (2) years of full-time employment.

3. Three (3) payments of eight and one-third percent (8⅓%) of each of the last three (3) years full-time contractual base salaries, payable in regular installments during the last three (3) years of full-time employment.

4. Four (4) payments of six and one-fourth (6¼%) of each of the last four (4) years full-time contractual base salaries, payable in regular installments during the last four (4) years of employment.

The Board will provide the same program for faculty members between the ages of fifty-five (55) and fifty-nine (59) who have thirty-five (35) years of service.

The Board will pay to retired faculty members the equivalent of the employee health insurance premium each month until age sixty-five (65), provided the retired faculty member voluntarily withdraws from the college health insurance program and provided that no other agency is providing health insurance benefits.

The Board will establish a program in which any faculty member may defer part of his/her earnings. The amount deferred will be limited only by state or federal law.

6.5 **Professional Expense Benefit.** Two hundred dollars ($200) per full-time faculty member will be established in each dean's/supervisor's budget for faculty professional expense benefits for 1987-88; three hundred dollars ($300) in 1988-89; three hundred fifty dollars ($350) in 1989-90; and one hundred seventy-five dollars ($175) in fall semester 1990. Faculty may submit requests for reimbursement for professional travel, workshops, tuition, books, publications, and other professional activities approved by the dean/supervisor. Disagreement may be appealed to the Vice President for Instruction and Educational Services.

Faculty within a division may assign all or a portion of the professional expenses reimbursable to another faculty member of their division, provided such assignment shall be in writing and submitted with the approved voucher of the assignee.

In addition, an amount equal to two hundred dollars ($200) per full-time faculty member will be established in the Professional Development and Evaluation budget for professional expense benefits in 1987-88; two hundred fifty dollars ($250) in 1988-89; three hundred dollars ($300) in 1989-90; and one hundred fifty dollars ($150) in fall semester 1990. These funds will be allocated on a competitive basis by the Faculty Development Committee and shall be subject to the approval of the Vice President for Instruction and Educational Services.

6.6 **Equipment Maintenance and Repair.** Full-time faculty in science and vocational-technical areas with assigned teaching loads involving laboratories, who teach a minimum of thirty-six (36) contact hours per year may be awarded an additional contract for the increased responsibilities of laboratory management, i.e., equipment repair and preventive maintenance inherently generated by the instructional area and not subsequently covered by maintenance agreements or qualified paraprofessionals. The contract shall be established between the Board and the department faculty member(s) based on $12.75 per hour.

Any individual contract between the Board and a faculty member currently in effect shall not be altered as a result of the rate established in paragraph one above. Further, such rate shall not serve as a precedent for contracts and rates in other areas.

6.7 **Tuition Reimbursement.** Each full-time faculty member, spouse and children shall have the right to receive reimbursement of tuition for all courses in which the faculty member, spouse or children receive a grade of "C", "pass", or better. At the option of the faculty member, such reimbursement shall be maintained as a credit against subsequent tuition which qualifies for reimbursement. Each faculty member shall contact the Business Office to exercise this option.

6.8 **Proficiency Testing.** Faculty members will be compensated twenty-five dollars ($25.00) for each proficiency test they grade which can only be graded by a faculty member. Tests which can be scored by machines or by another employee with a master key will be scored in the Learning Skills Center.

When requested by the dean/supervisor, faculty members will be compensated seventy-five dollars ($75.00) for each proficiency test they construct and grade. After the test has been constructed it will become the property of the college and will be kept on file in the dean's office.

6.9 **Substituting.** Any faculty member who substitutes shall be paid $25.00 per hour. No faculty member shall be paid extra for teaching two (2) sections at the same hour, nor shall he/she be required to do so. All substitutes must be hired by the appropriate dean/supervisor. Faculty members may substitute for one another without remuneration when, in the opinion of the appropriate dean/supervisor, it is in the best interest of the college.

6.10 **Independent Study.** Independent Study shall be compensated at the rate of forty dollars ($40.00) per credit hour for each student in the class, except when assigned as part of a full-time teaching load.

6.11 **Working at Two or More Locations.** Faculty members whose work assignments require them to travel between two or more locations will be reimbursed at the established rate for mileage for the miles driven from the first site to the second site. Faculty members will not be reimbursed for travel to assignments accepted as voluntary overload.

6.12 **Tax-Deferred Annuity.** Salary reduction agreements for retirement annuity contracts (tax-deferred annuities) shall be available to all faculty. Contracts shall be arranged individually through the Office of the Vice President for Finance and Administration or designee.

6.13 **Summer School Contracts.** Summer school contracts shall be treated as voluntary overloads and shall be compensated at the rate of five hundred dollars ($500) per semester contact hour in 1988; five hundred twenty-five dollars ($525) per semester contact hour in 1989; and five hundred fifty dollars ($550) per semester contact hour in 1990. Full-time faculty members will have first refusal over part-time instructors for classes offered in the discipline in which they teach. No other provision in this contract shall relate to the summer school schedule unless expressly mentioned in this contract.

6.14 **Voluntary Overload.** Additional assignments accepted voluntarily during the academic year shall be paid at the rate of four hundred dollars ($400) per semester contact hour in 1987-88; four hundred twenty-five dollars ($425) per semester contact hour in 1988-89; and four hundred fifty dollars ($450) per semester contact hour in 1989-90 and the first semester of 1990-91. The voluntary per hour rate for counselors and librarians shall be twenty dollars ($20.00) per hour or pro rata, whichever is greater, for 1987-88; twenty-two dollars and fifty cents ($22.50) per hour or pro rata, whichever is greater, for 1988-89; and twenty-five dollars ($25.00) per hour or pro rata, whichever is greater, for 1989-90.

No faculty member shall accept additional assignments, credit or noncredit, in excess of sixty (60) percent of the standard instructor workload without the agreement of his/her dean/supervisor. Full-time faculty will have first refusal of one (1) class offered in their area and full-time counselors and librarians will have first refusal of work in their areas when there is no conflict with their regular assignments.

6.15 **Involuntary Overload.** Additional assignments which are made involuntarily shall be compensated at the pro rata rate of $\frac{1}{32}$ of full-time salary per credit hour of instruction for every hour over thirty-two (32), except as stated in paragraph B; $\frac{1}{38}$ of full-time salary per contact hour for every hour over thirty-eight (38), except as stated in paragraph B, or $\frac{1}{168}$ of annual salary for each day of work for counselors and librarians over one hundred sixty-eight (168). Counselors shall be guaranteed a minimum of thirty-one (31) involuntary overload days during the contract year. (4.2)

Counseling Faculty Involuntary Overload Dates

1. Beginning January 2, all counselors shall work each day the college is open prior to the first faculty work day of the spring semester.

2. All counselors shall work the week before and the first week of the summer session.

3. Beginning August 16, all counselors shall work each day the college is open prior to the first faculty work day of the fall semester.

4. In the assignment of remaining dates, staffing levels for dates prior to August 16 shall be identified by March 1 by the Director of Counseling after consultation with the counseling faculty. Staffing levels for dates prior to December 31 will be identified by the Director of Counseling by September 1. Involuntary staffing levels for dates between the end of the first week of the summer session and July 31 shall not exceed a maximum of five (5) full-time counseling faculty and dates between August 1 and August 15 may be at full staffing levels. Counseling faculty shall identify involuntary dates to be worked by each faculty member by March 15 and September 15 respectively.

5. On dates when less than full staff is required on an involuntary overload date, scheduling conflicts shall be resolved by seniority until the minimum staffing level/maximum refusals match staffing needs.

6. Full-time counseling faculty shall be scheduled for involuntary overload dates prior to the scheduling of part-time counselors.

6.16 Salary and Pension Contribution.

1. The maximum vertical movement is one step per year. In addition to approved graduate hours, faculty members may move on the salary schedule by performing alternate activities which are recommended by the Faculty Development Committee and approved by the Vice President for Instruction and Educational Services. The source of funding, personal, institutional, or other, will not be a consideration for any professional growth activity.

   Faculty members who meet the requirements listed below shall receive salary in 1988 equal to their 1987 salary multiplied by 1.125 or their salary on the 1989 salary schedule, whichever is less. To qualify for this minimum salary, faculty members must:

   a. be in lanes V thru X on the 1988 salary schedule;

   b. be credited with at least thirty (30) steps by August 1, 1987;

   c. have received the minimum increase of $1,000, or less, in each year of the previous contract.

   The January 8, 1988 check will be at the 1988 pay rate. The last check at the 1987 rate will be December 23, 1987. The final payment for the 1987 contract will be made to all faculty on January 8, 1988.

   Lane changes documented by October 1 of each year, beginning October 1, 1988, will be awarded on the salary schedule beginning the following January 1.

2. From the Compensation Schedule, the Board shall deduct for each faculty member a sum of equal to eight percent (8%) of the amount due such faculty member pursuant to the Compensation Schedules to the the of Illinois Universities Retirement System, to be applied for the retirement account of such faculty member. It is the intent of the parties by this Agreement to qualify these payments as "picked-up" contributions within the meaning of Section 414(h)(2) of the Internal Revenue Code so as to be excludable from the gross income of all faculty members. The faculty members shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the State Universities Retirement System.

3. No faculty member who is a participant in the State Universities Retirement System shall have the option of choosing to receive the amounts contributed by the Board directly, and the assumption and payment of the faculty members' required contribution to the State Universities Retirement System is a condition of employment made in order to secure the faculty members' future services, knowledge and experience.

4. The balance of the amount due each faculty member pursuant to such Compensation Schedule shall be payable to the faculty member as salary installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required by law or as authorized by the faculty member pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to the State Universities Retirement System for the account of such faculty member.

5. Internal Revenue Service Revenue Rulings indicate that the amount paid the State Universities Retirement System is properly excluded from the gross income of the faculty member for income taxation purposes, and the Board will not withhold Federal and State income taxes on funds remitted to the State Universities Retirement System on behalf of faculty members unless and until the Internal Revenue Service or a court shall determine that such amounts are not properly excludable.

6. The Association and each faculty member will defend, indemnify, and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits or other liability by reason of a faithful payment of contributions to the State Universities Retirement System pursuant to the provisions of this Section. No such claim, demand, action, or suit may be settled or compromised by the Association without the written consent of the Board, if such claim, demand, action, or suit adversely affects the Board, its members, its agents, and/or its employees.

ELGIN COMMUNITY COLLEGE

JANUARY 1 - DECEMBER 31, 1988 SALARY SCHEDULE

STEP	I MA	II +08	III +16	IV +24	V +30	VI +38	VII +46	VIII +54	IX +60	X +75
1	18,716	19,371	20,049	20,751	21,477	22,229	23,007	23,812	24,645	25,508
2	19,558	20,243	20,951	21,685	22,444	23,229	24,042	24,884	25,755	26,656
3	20,400	21,114	21,854	22,618	23,410	24,230	25,078	25,955	26,864	27,804
4	21,243	21,986	22,756	23,552	24,376	25,230	26,113	27,027	27,973	28,952
5	22,085	22,858	23,658	24,486	25,343	26,230	27,148	28,098	29,082	30,099
6	22,927	23,730	24,560	25,420	26,310	27,230	28,183	29,170	30,191	31,247
7	23,769	24,601	25,462	26,354	27,276	28,231	29,219	30,241	31,300	32,395
8	24,612	25,473	26,365	27,287	28,242	29,231	30,254	31,313	32,409	33,543
9	25,454	26,345	27,267	28,221	29,209	30,231	31,289	32,384	33,518	34,691
10	26,296	27,216	28,169	29,155	30,175	31,232	32,325	33,456	34,627	35,839
11	27,138	28,088	29,071	30,089	31,142	32,232	33,360	34,528	35,736	36,987
12	27,980	28,960	29,973	31,023	32,108	33,232	34,395	35,599	36,845	38,134
13	28,823	29,831	30,876	31,956	33,075	34,232	35,431	36,671	37,954	39,283
14	29,665	30,703	31,778	32,890	34,041	35,233	36,466	37,742	39,063	40,430
15	30,507	31,575	32,680	33,824	35,008	36,233	37,501	38,814	40,172	41,578
16	30,507	32,447	33,582	34,758	35,974	37,233	38,536	39,885	41,281	42,726
17	30,507	32,447	34,484	35,691	36,941	38,234	39,572	40,957	42,390	43,874
18+	30,507	32,447	34,484	36,625	37,907	39,234	40,607	42,028	43,500	45,022

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ELGIN COMMUNITY COLLEGE

JANUARY 1 - DECEMBER 31, 1989 SALARY SCHEDULE

	I	II	III	IV	V	VI	VII	VIII	IX	X
STEP	MA	+08	+16	+24	+30	+38	+46	+54	+60	+75
1	19,651	20,339	21,051	21,787	22,550	23,339	24,156	25,002	25,877	26,782
2	20,535	21,254	21,998	22,768	23,565	24,390	25,243	26,127	27,041	27,988
3	21,420	22,169	22,945	23,748	24,580	25,440	26,330	27,252	28,206	29,193
4	22,304	23,085	23,893	24,729	25,594	26,490	27,417	28,377	29,370	30,398
5	23,188	24,000	24,840	25,709	26,609	27,540	28,504	29,502	30,535	31,603
6	24,072	24,915	25,787	26,690	27,624	28,591	29,591	30,627	31,699	32,809
7	24,957	25,830	26,734	27,670	28,639	29,641	30,678	31,752	32,863	34,014
8	25,841	26,746	27,682	28,651	29,653	30,691	31,765	32,877	34,028	35,219
9	26,725	27,661	28,629	29,631	30,668	31,741	32,852	34,002	35,192	36,424
10	27,610	28,576	29,576	30,612	31,683	32,792	33,939	35,127	36,357	37,629
11	28,494	29,491	30,524	31,592	32,697	33,842	35,027	36,253	37,521	38,835
12	29,378	30,407	31,471	32,572	33,712	34,892	36,113	37,377	38,686	40,040
13	30,263	31,322	32,418	33,553	34,727	35,942	37,201	38,503	39,850	41,245
14	31,147	32,237	33,365	34,533	35,742	36,993	38,288	39,628	41,015	42,450
15	32,031	33,152	34,313	35,513	36,756	38,043	39,375	40,753	42,179	43,655
16	32,031	34,068	35,260	36,494	37,771	39,093	40,462	41,878	43,344	44,861
17	32,031	34,068	36,207	37,474	38,786	40,144	41,549	43,003	44,508	46,066
18+	32,031	34,068	36,207	38,455	39,081	41,194	42,636	44,128	45,673	47,271

'96 '97

ELGIN COMMUNITY COLLEGE

JANUARY 1 - DECEMBER 31, 1990 SALARY SCHEDULE

	I	II	III	IV	V	VI	VII	VIII	IX	X
STEP	MA	+08	+16	+24	+30	+38	+46	+54	+60	+75
1	21,225	21,968	22,737	23,533	24,356	25,209	26,091	27,004	27,949	28,928
2	22,180	22,957	23,760	24,592	25,452	26,343	27,265	28,219	29,207	30,229
3	23,135	23,945	24,783	25,651	26,548	27,478	28,439	29,435	30,465	31,531
4	24,090	24,934	25,806	26,710	27,644	28,612	29,613	30,650	31,722	32,833
5	25,046	25,922	26,829	27,768	28,740	29,746	30,787	31,865	32,980	34,134
6	26,001	26,911	27,853	28,828	29,837	30,881	31,962	33,080	34,328	35,436
7	26,956	27,899	28,876	29,886	30,932	32,015	33,136	34,295	35,496	36,738
8	27,911	28,888	29,899	30,945	32,029	33,150	34,310	35,511	36,754	38,040
9	28,866	29,876	30,922	32,004	33,125	34,284	35,484	36,726	38,011	39,341
10	29,821	30,865	31,945	33,063	34,221	35,418	36,658	37,941	39,269	40,643
11	30,776	31,853	32,968	34,122	35,316	36,553	37,832	39,156	40,527	41,945
12	31,731	32,842	33,992	35,181	36,413	37,687	39,006	40,371	41,784	43,247
13	32,687	33,831	35,015	36,240	37,509	38,821	40,180	41,587	43,042	44,549
14	33,642	34,819	36,038	37,299	38,605	39,956	41,355	42,802	44,300	45,850
15	34,597	35,808	37,061	38,358	39,701	41,090	42,528	44,017	45,557	47,152
16	34,597	36,796	38,084	39,417	40,797	42,225	43,702	45,232	46,815	48,454
17	34,597	36,796	39,107	40,476	41,893	43,359	44,877	46,447	48,073	49,755
18+	34,597	36,796	39,107	41,535	42,989	44,494	46,051	47,663	49,331	51,058

AGREEMENT

Between the Board of Trustees of Community College District #509,

Elgin Community College,

and the Elgin Community College Faculty Association

January 1, 1988 through December 31, 1990

This Agreement shall become effective on January 1, 1988 and shall remain in full force and effect through December 31, 1990.

Chairman, Board of Trustees

President, ECCFA

Secretary, Board of Trustees

Chairman, ECCFA Negotiating Committee

ERIC Clearinghouse for
Junior Colleges DEC 31 1991